

# **EXHIBIT A**

Message

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**From:** Bourke, Mary [Mary.Bourke@wbd-us.com]  
**Sent:** 7/17/2023 7:30:14 PM  
**To:** Marcus Connor [marcus.connor@connorco.com.au]  
**Subject:** RE: Ferring's confidential filing against Finch

Hi Marcus

Hopefully, you got this from my partner. We had the hearing with the Court and we suspect we will need more corroboration around the May 2015 transaction.

Thanks  
Mary

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**From:** Mammen, Chris <Chris.Mammen@wbd-us.com>  
**Sent:** Thursday, July 13, 2023 8:39 PM  
**To:** marcus.connor@connorco.com.au  
**Cc:** Bourke, Mary <Mary.Bourke@wbd-us.com>  
**Subject:** RE: Ferring's confidential filing against Finch

Dear Marcus,

At Mary's request, attached is Ferring's motion to dismiss, the Bourke declaration (attaching documents), and selected exhibits. Due to large file sizes, we have not attached the assignments for the 193 and 080 patents (Exhibits 6-7), or the Kirkland & Ellis June 16, 2023 letter (Exhibit 12). Note that all of these documents contain confidentiality markings; however, since you and/or Dr. Borody appear on each of these documents, we understand that you either have copies already or are entitled to see them.

As a reminder, there is a hearing with the Court scheduled for Monday afternoon Eastern time to discuss the requested stay of proceedings, in case there is anything you wish to share with us in advance of that hearing.

Best regards,  
Chris Mammen

**Chris Mammen**  
He/Him  
Office Managing Partner  
Womble Bond Dickinson (US) LLP

d:415-765-6267  
e:[Chris.Mammen@wbd-us.com](mailto:Chris.Mammen@wbd-us.com)

50 California Street  
Suite 2750  
San Francisco, CA 94111



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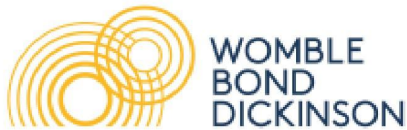
**From:** Bourke, Mary <[Mary.Bourke@wbd-us.com](mailto:Mary.Bourke@wbd-us.com)>  
**Sent:** Thursday, July 13, 2023 5:07 PM  
**To:** Mammen, Chris <[Chris.Mammen@wbd-us.com](mailto:Chris.Mammen@wbd-us.com)>  
**Subject:** FW: Ferring's confidential filing against Finch

**Mary Bourke**

Partner  
Womble Bond Dickinson (US) LLP

d: 302-252-4333  
m: 610-212-6685  
e: [Mary.Bourke@wbd-us.com](mailto:Mary.Bourke@wbd-us.com)

1313 North Market Street  
Suite 1200  
Wilmington, DE 19801



[womblebond dickinson.com](http://womblebond dickinson.com)



---

**From:** Marcus Connor <[marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au)>  
**Sent:** Thursday, July 13, 2023 7:21 PM  
**To:** Bourke, Mary <[Mary.Bourke@wbd-us.com](mailto:Mary.Bourke@wbd-us.com)>  
**Cc:** Thomas Borody <[Thomas.Borody@cdd.com.au](mailto:Thomas.Borody@cdd.com.au)>  
**Subject:** Ferring's confidential filing against Finch

**Caution:** External ([marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au))

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Hi Mary,

Can you please send me a copy of the motion and any supporting affidavit or deposition which you recently filed to have Finch's litigation ended.

Can you please call me at your convenience as it appears Finch is attempting to contact Tom through friends.

I look forward to hearing from you.

Regards,  
Marcus

**Marcus Connor** | Legal Practitioner Director | **Connor & Co Lawyers**  
P: +612 9299 6696 | M: +61 405 130 797 | <https://connorco.com.au/> | [My LinkedIn profile](#)  
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# **EXHIBIT B**

Message

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**From:** Bourke, Mary [Mary.Bourke@wbd-us.com]  
**Sent:** 2/29/2024 11:05:48 AM  
**To:** Marcus Connor [marcus.connor@connorco.com.au]  
**CC:** Attaway, Daniel [Daniel.Attaway@wbd-us.com]  
**Subject:** Borody Documents

Dear Marcus,

I understand from our call yesterday that Dr. Borody is willing to provide the documents that he previously provided to Kirkland to us. I further understand that Dr. Borody will affirmatively waive any privilege associated with those documents. Will you please confirm?

Once I have your confirmation, we can provide a link to upload the documents to a secure site.

If you would like to discuss further, I can be available tonight between 5 and 7 pm ET.

Regards,

Mary

---

**Mary Bourke**  
Partner  
Womble Bond Dickinson (US) LLP

**d:** 302-252-4333  
**m:** 610-212-6685  
**e:** [Mary.Bourke@wbd-us.com](mailto:Mary.Bourke@wbd-us.com)

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# **EXHIBIT C**

Message

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**From:** Durie, Daralyn J. [DDurie@mofo.com]  
**Sent:** 4/16/2024 7:08:59 PM  
**To:** marcus.connor@connorco.com.au  
**CC:** Bourke, Mary [Mary.Bourke@wbd-us.com]  
**Subject:** agreement  
**Attachments:** 2024.04.16 FINAL Ferring\_-\_Dr\_Borody\_Letter\_Agreement.pdf

External ([ddurie@mofo.com](mailto:ddurie@mofo.com))

[Report This Email](#) [FAQ](#)

Hi Connor,

It was a pleasure meeting both you and Dr. Borody yesterday. Attached please find a consultancy agreement. Once this has been executed, we can arrange for a service to collect the documents to make copies of them.

Best regards,

Daralyn

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**MORRISON FOERSTER**

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LONDON, LOS ANGELES, MIAMI,  
NEW YORK, PALO ALTO, SAN DIEGO,  
SAN FRANCISCO, SHANGHAI, SINGAPORE,  
TOKYO, WASHINGTON, D.C.

April 16, 2024

Writer's Direct Contact  
+1 (415) 268-6055  
DDurie@mof.com

Dr. Thomas J. Borody  
DM PhD DSc FRACP FACP FACG AGAF FRSN Director  
Centre for Digestive Diseases  
Lv1 1, 229 Great North Road  
Five Docket NW 2046  
Australia

Re: *Ferring Pharmaceuticals Inc. et al v. Finch Therapeutics Group, Inc. et al*, C.A. No. 21-1694-JLH

Dear Dr. Borody:

The law firms of Morrison & Foerster LLP and Womble Bond Dickinson (US) LLP represent Ferring Therapeutics and Rebiotix, Inc. in the above referenced litigation. The purpose of this letter is to memorialize an agreement between Ferring Therapeutics and Rebiotix, Inc. (collectively the "Company") and Dr. Thomas J. Borody ("Consultant") to act as an independent consultant to the Company.

The Consultant is an inventor on the following patents asserted against Ferring Therapeutics: United States Patent Nos. 10,463,702; 10,675,309; 11,491,193; 11,541,080. He may provide testimony in the above referenced litigation.

Consultant affirms that any testimony given will be truthful and accurate. Consultant will not be paid for his testimony, and should he testify, any fees Consultant receives will in no way affect his testimony.

Consultant will assist the Company with preparation for trial, including providing to the Company relevant documents in Consultant's possession and reviewing material provided by the Company to Consultant.

In recognition for the time imposition on Consultant of this consultancy, the Company agrees to provide compensation at Consultant's daily and hourly rates for his services as a physician who performs surgery and other procedures. The Company will compensate Consultant AU\$ 30,000 per day for each day Consultant is required to suspend his activities in his surgery in order to meet in-person with attorneys for the Company. Consultant will be paid his regular hourly rate of AU\$ 500 per hour for any remote phone or

## MORRISON FOERSTER

Dr. Thomas J. Borody  
April 16, 2024  
Page Two

video calls. In addition, the Company will reimburse the Consultant for any reasonable expenses incurred as part of the consultancy. Consultant will not receive any compensation from the Company for testifying.

This letter agreement may be terminated, with or without cause, by either party. The Company can make use of any services rendered or testimony provided by the Consultant post-termination. During the term of the consultancy and for a period of five (5) years thereafter, Consultant and the Company will maintain all Confidential Information (as defined below) as confidential.

For purpose of this letter agreement, "Confidential Information" means all information provided by or on behalf of the Company to Consultant in connection with Consultant's services under this agreement. It also includes any and all information received in connection with your consulting services, whether in oral, written, graphic or electronic form.

This letter agreement shall be construed by and interpreted under the laws of the State of California without respect or reference to its principles of conflicts of laws. This letter agreement may be modified, amended or supplemented only through writing executed by all parties to this agreement. This letter agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous discussions between the parties regarding the same subject matter. If any provision of this letter agreement is, to any extent, held invalid, illegal or unenforceable, the remainder of this letter agreement other than the portions to which it is held invalid, illegal or unenforceable, shall not be affected, and the unaffected portions of this letter agreement shall be valid and enforced to the fullest extent permitted by law. This letter agreement and each party's obligations under the agreement may not be assigned to any third party.

Sincerely,



Daralyn J. Durie  
Partner

Acknowledged and agreed:

---

Dr. Thomas J. Borody

# **EXHIBIT D**

Message

**From:** Marcus Connor [marcus.connor@connorco.com.au]  
**Sent:** 4/21/2024 8:33:38 PM  
**To:** Durie, Daralyn J. [DDurie@mofo.com]  
**CC:** Bourke, Mary [Mary.Bourke@wbd-us.com]  
**Subject:** RE: checking in

External ([marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au))

[Report This Email](#) [FAQ](#)

Hi Daralyn,

I apologise for my tardiness in not promptly replying to you.

I am currently in Tokyo at the Inter-Pacific Bar Association Conference, where I am the representative for Australia. I was snowed under with urgent litigation after our meeting and before leaving to Tokyo, while trying to work other deals. As you will appreciate, it often feels like trying to keep a whole bunch of plates spinning on the end of a stick without them falling. This is a constant challenge for me as I'm totally reactive to my clients' needs, as I'm sure Mary and you are too.

I did forward the draft agreement to Tom upon its receipt.

Tom and I have had a call with Mary this morning (my time – being Mary's night) to assure her that we haven't double crossed Ferring.

I can assure you that we have not spoken at all with Finch. Nor has Tom disclosed to anyone, including Norma Rosenhain, our recent meeting in Sydney.

I can also assure you that there is no love lost whatsoever between Finch and Tom and there is no prospect of any reconciliation.

We are looking to Ferring for help to restore Tom's ownership of his FMT patents. Tom, for his part, will fully co-operate with Ferring, Mary and you.

I will respond when I can in the next day with my comments on the draft agreement.

If you wish to call Tom with or without Mary to confirm what I say in this email, then you have my permission to do so.

His cell phone number is [REDACTED]

You're also welcome to call me on +61 405 130 797.

Regards,  
Marcus

**Marcus Connor** | Legal Practitioner Director | **Connor & Co Lawyers**  
P: +612 9299 6696 | M: +61 405 130 797 | <https://connorco.com.au/> | [My LinkedIn profile](#)  
Level 5, 50 Margaret Street, Sydney NSW 2000  
GPO Box 1807, Sydney NSW 2000

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---

**From:** Durie, Daralyn J. <[DDurie@mofo.com](mailto:DDurie@mofo.com)>  
**Sent:** Saturday, April 20, 2024 3:21 AM  
**To:** Marcus Connor <[marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au)>  
**Cc:** Bourke, Mary <[Mary.Bourke@wbd-us.com](mailto:Mary.Bourke@wbd-us.com)>  
**Subject:** checking in

Hi Marcus,  
I wanted to confirm that you had received the proposed consulting agreement and see whether you had any comments or questions. We are standing by.  
Thanks,  
Daralyn

**Daralyn Durie**  
Partner  
[ddurie@mofo.com](mailto:ddurie@mofo.com)  
T: +1 (415) 268-6055

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425 Market St.  
San Francisco, CA 94105

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# **EXHIBIT E**

Message

**From:** Marcus Connor [marcus.connor@connorco.com.au]  
**Sent:** 5/23/2024 9:28:23 PM  
**To:** Bourke, Mary [Mary.Bourke@wbd-us.com]  
**CC:** Thomas Borody [Thomas.Borody@cdd.com.au]  
**Subject:** Dr Borody  
**Attachments:** Amended Consultancy Agreement .docx; Side letter.docx

External ([marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au))

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Hi Mary,

Attached for your review is an amended consultancy agreement with my changes highlighted in yellow.

Also attached is a side letter which set out the terms upon which Ferring and Rebiotix will indemnify Tom against any litigation brought against by Finch and its associates. It also sets out the terms upon they will assist him to have his name reinstated as the owner of the patents.

As I am sending you these draft documents at the same time as Tom, the usual caveats about him reserving his rights to request changes to them apply.

Regards,  
Marcus

**Marcus Connor** | Legal Practitioner Director | **Connor & Co Lawyers**  
P: +612 9299 6696 | M: +61 405 130 797 | <https://connorco.com.au/> | [My LinkedIn profile](#)  
Level 5, 50 Margaret Street, Sydney NSW 2000  
GPO Box 1807, Sydney NSW 2000

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[TO BE TYPED ON MORRISON FOERSTER LETTERHEAD]

May [insert], 2024

Writer's Direct Contact  
+1 (415) 268-6055  
DDuric@mofo.com

Dr. Thomas J. Borody  
Director  
Centre for Digestive Diseases  
Level 1, 229 Great North Road  
Five Dock NSW 2046  
Australia

Re: *Ferring Pharmaceuticals Inc. et al v. Finch Therapeutics Group, Inc. et al, C.  
A. No. 21-1694-JLH*

Dear Dr. Borody:

The law firms of Morrison & Foerster LLP and Womble Bond Dickinson (US) LLP represent Ferring Therapeutics and Rebiotix, Inc. in the above referenced litigation.

The purpose of this letter is to memorialize an agreement between Ferring Therapeutics Group, Inc ("Ferring") and Rebiotix, Inc. ("Rebiotix") (Ferring and Rebiotix are collectively the "Company") and Dr. Thomas J. Borody ("Consultant") to act as an independent consultant to the Company.

This letter is given by me on the instructions of Ferring and Rebiotix. It may be relied upon by the Consultant as a legally binding agreement between Ferring and Rebiotix (on the one hand) and the Consultant (on the other hand).

The Consultant is an inventor on the following patents asserted against Ferring Therapeutics: United States Patent Nos: 10,463,702; 10,675,309; 11,491,193; 11,541,080. He may provide testimony in the above referenced litigation.

Consultant affirms that any testimony given will be truthful and accurate. Consultant will not be paid for his testimony, and should he testify, any fees Consultant receives will in no way affect his testimony.

Consultant will assist the Company with preparation for trial, including providing to the Company relevant documents in Consultant's possession and reviewing material provided by the Company to the Consultant.

In recognition for the time imposition on Consultant of this consultancy, the Company agrees to provide compensation at Consultant's daily and hourly rates for his services as a physician who performs surgery and other procedures.

Dr. Thomas J. Borody  
May [insert], 2024  
Page Two

The Company will compensate Consultant AU\$ 30,000 per day for each day Consultant is required to suspend his activities in his surgery in order to meet in-person with attorneys for the Company. Consultant will be paid his regular hourly rate of AU\$ 500 per hour for any remote phone or video calls.

In addition, the Company will reimburse the Consultant for any reasonable expenses incurred as part of the consultancy including a return business class airfare and accommodation to attend the trial. Consultant will not receive any compensation from the Company for testifying.

This letter agreement may be terminated, with or without cause, by either party. The Company can make use of any services rendered or testimony provided by the Consultant post-termination with the prior consent of the Consultant. During the term of the consultancy and for a period of five (5) years thereafter, Consultant and the Company will maintain all Confidential Information (as defined below) as confidential.

For purpose of this letter agreement, "Confidential Information" means all information provided by or on behalf of the Company to Consultant in connection with Consultant's services under this agreement, except if either party is required by law or a Court order to disclose same. It also includes any and all information received in connection with your consulting services, whether in oral, written, graphic or electronic form.

This letter agreement shall be construed by and interpreted under the laws of the State of California without respect or reference to its principles of conflicts of laws. This letter agreement may be modified, amended or supplemented only through writing executed by all parties to this agreement. This letter agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous discussions between the parties regarding the same subject matter. If any provisions of this letter agreement is, to any extent, held invalid, illegal or unenforceable, the remainder of this letter agreement other than the portions to which it is held invalid, illegal or unenforceable, shall not be affected, and the unaffected portions of this letter shall be valid and enforced to the fullest extent permitted by law. This letter agreement and each party's obligations under the agreement may not be assigned to any third party.

Sincerely,

Daralyn J. Durie  
Partner

I accept the offer made herein on behalf of Ferring and Rebiotix and acknowledge this letter agreement is legally binding in accordance with its terms and conditions:

---

Dr. Thomas J. Borody

Date:



[TO BE TYPED ON MORRISON FOERSTER LETTERHEAD]

May [insert], 2024

Writer's Direct Contact  
+1 (415) 268-6055  
DDuric@mof.com

Dr. Thomas J. Borody  
Director  
Centre for Digestive Diseases  
Level 1, 229 Great North Road  
Five Dock NSW 2046  
Australia

Re: *Ferring Pharmaceuticals Inc. et al v. Finch Therapeutics Group, Inc. et al, C.  
A. No. 21-1694-JLH*

Dear Dr. Borody:

The law firms of Morrison & Foerster LLP and Womble Bond Dickinson (US) LLP represent Ferring Therapeutics and Rebiotix, Inc. in the above referenced litigation.

The purpose of this letter is to memorialize an agreement between Ferring Therapeutics Group, Inc ("Ferring") and Rebiotix, Inc. ("Rebiotix") (Ferring and Rebiotix are collectively the "Companies") and Dr. Thomas J. Borody ("Dr Borody") to:

- (a) indemnify Dr Borody on the terms of this agreement against any loss or damage, cost or expense (including reasonable legal fees incurred on an attorney own client basis) suffered or incurred by him; and
- (b) assist Dr Borody to have his name reinstated by the United States Patents and Trademark Office ("USPTO") as the owner of United States Patent Nos: 10,463,702; 10,675,309; 11,491,193; 11,541,080 (collectively the "Patents") on the terms of this agreement,

subject to Dr Borody entering into and executing the Consultancy Agreement between the Companies and himself of even date.

This letter is given by me on the instructions of Ferring and Rebiotix. It may be relied upon by Dr Borody as a legally binding agreement between Ferring and Rebiotix (on the one hand) and Dr Borody (on the other hand).

Each of Ferring and Rebiotix will indemnify Dr Borody against any Claims (as defined below), loss or damage, cost or expense (including reasonable legal costs on an attorney and own client basis) suffered or incurred by him as a result of any plaintiff in the above referenced litigation (including, without limitation, Finch Therapeutics Group, Inc

(“Finch”)) or their associates (including, without limitation, Crestovo Holdings LLC and/or Mr Chris Shumway) commencing or maintaining any litigation or similar proceedings in relation to the Matters.

As a separate and independent obligation, Ferring and Rebiotix will assist Dr Borody to have his name reinstated by the USPTO as the owner of the Patents. That assistance will include, but not be limited to, (a) paying the costs of a patent attorney selected by Dr Borody in reasonable consultation with the Companies to prepare, file and run a “Correction of Inventorship” process with the USPTO; and/or (b) paying the costs of attorneys selected by Dr Borody in reasonable consultation with the Companies to commence, maintain or defend legal proceedings for Dr Borody.

The foregoing obligations survive the termination or expiration of the Consultancy Agreement (as defined below).

During the term of this agreement and for a period of five (5) years thereafter, Consultant and the Company will maintain all Confidential Information (as defined below) as confidential.

For purpose of this letter agreement, (a) “Claims” mean any past, present or future causes of action, rights, actions, expenses including legal fees, claims, liabilities, damages, declarations, demands, loss of suite whether arising in contract, tort, statute, equity or otherwise and whether actual, contingent or prospective; (b) “Confidential Information” means all information provided by or on behalf of the Company to Consultant in connection with Consultant’s services under this agreement, except if either party is required by law or a Court order to disclose same. It also includes any and all information received in connection with this agreement, whether in oral, written, graphic or electronic form; (c) “Consultancy Agreement” means the letter agreement between Ferring, Rebiotix and Dr Borody dated on or about the date of this agreement; and (d) “Matters” mean anything in relation to the Patents including, but not limited to, Dr Borody’s development and ownership of the Patents.

This letter agreement shall be construed by and interpreted under the laws of the State of California without respect or reference to its principles of conflicts of laws. This letter agreement may be modified, amended or supplemented only through writing executed by all parties to this agreement. This letter agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous discussions between the parties regarding the same subject matter. If any provisions of this letter agreement is, to any extent, held invalid, illegal or unenforceable, the remainder of this letter agreement other than the portions to which it is held invalid, illegal or unenforceable, shall not be affected, and the unaffected portions of this letter shall be valid and enforced to the fullest extent permitted by law. This letter agreement and each party’s obligations under the agreement may not be assigned to any third party.

Sincerely,

Daralyn J. Durie  
Partner



I accept the offer made herein on behalf of Ferring and Rebiotix and acknowledge this letter agreement is legally binding in accordance with its terms and conditions:

---

Dr. Thomas J. Borody

Date:

# **EXHIBIT F**

Message

**From:** Marcus Connor [marcus.connor@connorco.com.au]  
**Sent:** 5/31/2024 11:39:45 PM  
**To:** Bourke, Mary [Mary.Bourke@wbd-us.com]  
**CC:** Thomas Borody [Thomas.Borody@cdd.com.au]; ddurie@mofo.com [DDurie@mofo.com]  
**Subject:** RE: Dr Borody

External ([marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au))

[Report This Email](#) [FAQ](#)

Hi Mary,

The letter looks good. However, can you please include a sentence which requires Ferring and Rebiotix to pay the tax invoices sent by Tom for his fees within 7 days of their receipt.

As a separate matter, can you please send me a term sheet for those patents which Ferring are interested in licensing from Tom. He is keen to enter into discussions with Ferring about that matter.

Regards,  
Marcus

**Marcus Connor** | Legal Practitioner Director | **Connor & Co Lawyers**  
P: +612 9299 6696 | M: +61 405 130 797 | <https://connorco.com.au/> | [My LinkedIn profile](#)  
Level 5, 50 Margaret Street, Sydney NSW 2000  
GPO Box 1807, Sydney NSW 2000

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---

**From:** Bourke, Mary <[Mary.Bourke@wbd-us.com](mailto:Mary.Bourke@wbd-us.com)>  
**Sent:** Saturday, June 1, 2024 8:32 AM  
**To:** Marcus Connor <[marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au)>  
**Cc:** Thomas Borody <[Thomas.Borody@cdd.com.au](mailto:Thomas.Borody@cdd.com.au)>; [ddurie@mofo.com](mailto:ddurie@mofo.com)  
**Subject:** RE: Dr Borody

Hi Marcus

Sorry for the delay in responding. Attached is a revised consulting agreement that incorporates the indemnification that you requested. Please review and sign if acceptable. Please remember that we have to identify Tom as a witness on June 6<sup>th</sup>.

Further I have attached a list of patents that Ferring may be interested in licensing . Please let me know your thoughts on that.

I am available for a call Monday am your time.

Thanks

Mary

**Mary Bourke**

Partner

Womble Bond Dickinson (US) LLP

d: 302-252-4333

m: 610-212-6685

e: [Mary.Bourke@wbd-us.com](mailto:Mary.Bourke@wbd-us.com)

1313 North Market Street

Suite 1200

Wilmington, DE 19801



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**From:** Marcus Connor <[marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au)>

**Sent:** Thursday, May 23, 2024 9:28 PM

**To:** Bourke, Mary <[Mary.Bourke@wbd-us.com](mailto:Mary.Bourke@wbd-us.com)>

**Cc:** Thomas Borody <[Thomas.Borody@cdd.com.au](mailto:Thomas.Borody@cdd.com.au)>

**Subject:** Dr Borody

Hi Mary,

Attached for your review is an amended consultancy agreement with my changes highlighted in yellow.

Also attached is a side letter which set out the terms upon which Ferring and Rebiotix will indemnify Tom against any litigation brought against by Finch and its associates. It also sets out the terms upon they will assist him to have his name reinstated as the owner of the patents.

As I am sending you these draft documents at the same time as Tom, the usual caveats about him reserving his rights to request changes to them apply.

Regards,  
Marcus

**Marcus Connor** | Legal Practitioner Director | **Connor & Co Lawyers**

P: +612 9299 6696 | M: +61 405 130 797 | <https://connorco.com.au/> | [My LinkedIn profile](#)

Level 5, 50 Margaret Street, Sydney NSW 2000

GPO Box 1807, Sydney NSW 2000

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# EXHIBIT G

Message

---

**From:** Bourke, Mary [Mary.Bourke@wbd-us.com]  
**Sent:** 6/27/2024 6:41:18 AM  
**To:** Marcus Connor [marcus.connor@connorco.com.au]  
**Subject:** RE: trial prep discussion

Yes this will work. I sent a new invite with the time.

Thanks for the update on the time.

**Mary Bourke**

Partner

Womble Bond Dickinson (US) LLP

d: 302-252-4333

m: 610-212-6685

e: [Mary.Bourke@wbd-us.com](mailto:Mary.Bourke@wbd-us.com)

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-----Original Appointment-----

**From:** Marcus Connor <[marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au)>

**Sent:** Wednesday, June 26, 2024 8:55 PM

**To:** Bourke, Mary

**Cc:** Thomas Borody

**Subject:** New Time Proposed: trial prep discussion

**When:** Thursday, June 27, 2024 9:00 PM-9:30 PM (UTC-05:00) Eastern Time (US & Canada).

**Where:** Microsoft Teams Meeting

Hi Mary,

I'm seeing Tom tomorrow morning between 7:30am and 8am (Sydney time) to pick up the hard disk.

That's the disk which contains an electronic copy of all the material produced by Tom to Finch.

I will then send you and your Australian services provider a Dropbox link to that material.

We can talk tomorrow between 7:30am and 8am (Sydney time) if that is a convenient time for you.

Tom is flying out to the States on Sunday 30 June at 10am.

So we can also talk on Saturday (Australian time) if my original proposed time isn't convenient for you.

Regards,  
Marcus

M. +61 405 130 797



# EXHIBIT H

Message

**From:** Marcus Connor [marcus.connor@connorco.com.au]  
**Sent:** 7/21/2024 12:00:18 AM  
**To:** Bourke, Mary [Mary.Bourke@wbd-us.com]  
**Subject:** Dr Borody's expenses  
**Attachments:** Ferring Related Expenses 07-14 July 2024.docx

**Caution:** External ([marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au))

Sensitive Content [Details](#)

Never send money without verbal confirmation

[Report This Email](#) [FAQ](#)

Hi Mary,

Tom has asked me to forward the attached invoice to you for Ferring to pay.

Can you please give me a call when you've got time next week.

Apart from wanting to discuss the payment of Tom's actual and/or anticipated expenses, I would like to find out what assistance (if any) you need from me before Tom travels to Delaware for the trial.

Regards,  
Marcus

**Marcus Connor** | Legal Practitioner Director | **Connor & Co Lawyers**  
P: +612 9299 6696 | M: +61 405 130 797 | <https://connorco.com.au/> | [My LinkedIn profile](#)  
Level 5, 50 Margaret Street, Sydney NSW 2000  
GPO Box 1807, Sydney NSW 2000

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**Centre for  
Digestive Diseases**  
*The Centre of Excellence in Gastroenterology*

Level 1, 229 Great North Road,  
Five Dock, NSW 2046

**Phone:** 61 2 9713 4011

**Fax:** 61 2 9712 1675

**Web:** [www.cdd.com.au](http://www.cdd.com.au)

| FERRING RELATED EXPENSES   | COSTS<br>AUD      | COSTS<br>USD      |
|--|-------------------|-------------------|
| <b>1. Left Australia - Jun 30, 2024 to get cheapest airfare - Fijian Airways with stayover</b>                                       |                   |                   |
| Fiji Airways Flight: Sydney - Nadi + (2 paid nights in Fiji)   | 2,399.83          | 1,615.99          |
| Fiji Airways Flight: Nadi - Los Angeles (late arrival into LAX)  | 5,135.30          | 3,458.06          |
| (hence missed American Airlines flight & rebooked) Los Angeles - Philadelphia  | 2,239.40          | 1,508.20          |
| (late arrival in Philadelphia) Hotel - Philadelphia Airport Marriott   | 253.68            | 170.85            |
| Uber - Transfer from Philadelphia to Wilmington (Du Pont Hotel)  | 50.38             | 33.88             |
| Hotel: Hotel Du Pont (06-11 July 2024)   | 6,110.69          | 4,115.00          |
| Hotel Du Pont: extras inclusive of meals & laundry   | 2,600.58          | 1,751.06          |
| Unwell & tired on arrival from jetlag and relapse of GBS. Re-read IP - phone conference with Marcus Connor and Mary Bourke           |                   |                   |
| Meeting Day with Mary Bourke - discussion regarding testimony on day of hearing. Also present Dana, Alex, Derylin. Whole Day Meeting |                   |                   |
| <b>2. Returning to Australia</b>   |                   |                   |
| Transport: Car transfer to JFK Airport   |                   |                   |
| American Airlines: New York (JFK) - Los Angeles (LAX) (11 Jul 2024)  | 1,156.00          | 778.22            |
| American Airlines: Los Angeles - Honolulu (12 Jul 2024)  | 1,985.80          | 1,336.81          |
| QANTAS: Honolulu - Sydney  | 5,347.90          | 3,601.63          |
| <b>3. Loss of Income as agreed at \$30,000.00 AUD per day @ 10 days</b>  | 300,000.00        | 202,196.40        |
|  |                   |                   |
|  |                   |                   |
| <b>TOTAL</b>   | <b>327,279.56</b> | <b>220,566.10</b> |
|  |                   |                   |

# **EXHIBIT I**

Message

**From:** Marcus Connor [marcus.connor@connorco.com.au]  
**Sent:** 7/29/2024 7:32:54 PM  
**To:** Bourke, Mary [Mary.Bourke@wbd-us.com]  
**Subject:** Dr Borody's revised invoice  
**Attachments:** 20240726 Borody invoice.pdf

External ([marcus.connor@connorco.com.au](mailto:marcus.connor@connorco.com.au))

[Report This Email](#) [FAQ](#)

Mary,

Attached is Dr Borody's revised invoice as per our discussion.

Regards,  
Marcus

**Marcus Connor** | Legal Practitioner Director | **Connor & Co Lawyers**  
P: +612 9299 6696 | M: +61 405 130 797 | <https://connorco.com.au/> | [My LinkedIn profile](#)  
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Mary Bourke  
Womble Bond Dickinson (US) LLP  
1313 North Market Street  
Suite 1200  
Wilmington, NE 19801  
United States

26 July 2024

### INVOICE

| Item   | Cost (AUD)             | Cost (USD)            |
|--|------------------------|-----------------------|
| Fiji Airways flight: Sydney (SYD) to Nadi (NAN)                  | \$2,399.83             | \$1,570.90            |
| Fiji Airways flight: Nadi (NAN) to Los Angeles (LAX)             | \$5,135.30             | \$3,361.52            |
| American Airlines flight: Los Angeles (LAX) – Philadelphia (PHL) | \$2,239.40             | \$1,465.89            |
| Accommodation: Hotel Du Pont (3 nights accommodation)            | \$3,055.35             | \$2,000.00            |
| American Airlines flight: New York (JFK) to Los Angeles (LAX)    | \$1,156.00             | \$756.71              |
| American Airlines flight: Los Angeles (LAX) to Honolulu (HNL)    | \$1,985.80             | \$1,299.88            |
| QANTAS flight: Honolulu (HNL) to Sydney (SYD)                    | \$5,347.90             | \$3,500.68            |
| 3 days' loss of income at AUD\$30,000 per day                    | \$90,000.00            | \$58,913.00           |
| <b>Total</b>   | <b>AUD\$111,319.58</b> | <b>USD\$72,868.58</b> |

Please make payment of AUD\$111,319.58 to the following Australian bank account:

Account name: Connor & Co Pty Ltd Law Practice Trust Account  
BSB number: 032-000  
Account number: 815548  
Bank name: Westpac Banking Corporation  
Bank address: 341 George Street, Sydney NSW 2000  
SWIFT/BIC code: WPACAU2S  
Reference: Ferring

per. Dr Thomas Borody M.D.

FM-057(V2)

Page 1 of 1